

NEW APPLICATION

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SEP 28, 2009
DOCKET CONTROL

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Qwest
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Docket Control
Arizona Corporation Commission
1200 West Washington
Phoenix, Arizona 85007

T-01051B-09-0465

T-03693A-09-0465

Re: Satisfaction of Obligations Pertaining to FX-Like Traffic
and Virtual Facilities Amendment to the Interconnection
Agreement between Qwest Corporation and Pac-West
Telecomm, Inc. for the State of Arizona

Dear Madam or Sir:

Accompanying this transmittal is an Amendment to the Interconnection Agreement between Qwest Corporation ("Qwest") and Pac-West Telecomm, Inc. ("CLEC"). Qwest files this Amendment for approval under 47 U.S.C. §252(e) and A.A.C. R14-2-1508.

The Agreement is amended by adding terms and conditions pertaining to FX-Like Traffic and Virtual Facilities. The Agreement was approved by the Commission on March 22, 2008 by operation of law, Docket Nos. T-01051B-08-0107, T-03693A-08-0107, Decision No. 70329.

Please contact me at (602) 630-2187 if you have any questions concerning the enclosed. Thank you for your assistance in this matter.

Arizona Corporation Commission
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SEP 28 2009

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Sincerely,

Norman G. Curtright

cc: Joan S. Burke, Esq.

Enclosure

Docket Control, Arizona Corporation Commission
September 28, 2009
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cc: Mr. Ethan Sprague
Pac-West Telecomm, Inc.
Regulatory Department
4210 Coronado Avenue
Stockton, CA 95204

**Satisfaction of Obligations Pertaining to FX-Like Traffic and Virtual Facilities Amendment
to the Interconnection Agreement
Between
Qwest Corporation
And
Pac-West Telecomm, Inc.
for the State of Arizona**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), and Pac-West Telecomm, Inc., (collectively, "the Parties"):

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the State of Arizona, that was approved by the Arizona Corporation Commission ("Commission") on March 22, 2008 ("Interconnection Agreement"); and

WHEREAS, a billing dispute between the Parties arose regarding: (i) Pac-West's liability for virtual facilities under Section 7.3.3.2.7 of the ICA, and (ii) Qwest's liability for termination compensation for "FX-Like Traffic" under the ICA; and the Parties entered into an agreement for arbitration of the dispute by the Commission in Docket Nos. T-01051B-08-0506 and T-03693A-08-0506;

WHEREAS, pursuant to the arbitration agreement and the arbitral award announced by the Administrative Law Judge acting as arbitrator, the Parties have entered into a Settlement Agreement reflecting that award; and

WHEREAS, the announced arbitral award and Settlement Agreement affect the prospective obligations of the Parties in regard to matters addressed, it is necessary to amend the Interconnection Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions contained in this Amendment and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

The Interconnection Agreement is hereby amended as follows:

Notwithstanding Section 7.2.2.1.7, Qwest Corporation shall not pay any more than it has already remitted as of the date of this Amendment for FX-Like Traffic terminated by Pac-West, for the remaining term of the Interconnection Agreement, and until a successor agreement is effective and approved by the Commission.

Notwithstanding Section 7.2.2.1.7.6, Pac-West's payment of the arbitral award announced in Docket Nos. T-01051B-08-0506, T-03693A-08-0506, and in accordance with the Settlement

Agreement reflecting the arbitral award, satisfies Pac-West's obligation for the virtual facilities required by Section 7.2.2.1.7.6 for the remaining term of the Interconnection Agreement, and until a successor agreement is effective and approved by the Commission.

Effective Date

This Amendment shall be deemed effective upon the latest execution date by the Parties ("Effective Date").

Further Amendments


Except as modified herein, the provisions of the Interconnection Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified, or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representatives.

Entire Agreement

The Interconnection Agreement as amended (including the documents referred to herein constitute the full and entire understanding and agreement between the Parties with regard to the subjects of the Interconnection Agreement, and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

Pac-West Telecomm, Inc.

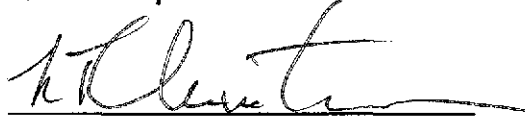

Signature

Dennis E. McCarthy
Name Printed/Typed

Chief Financial Officer
Title

September 4, 2009
Date

Qwest Corporation


Signature

L. T. Christensen
Name Printed/Typed

Director – Wholesale Contracts
Title

9/9/09
Date